

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CANADA GOOSE INC.,

Plaintiff,

v.

KOBE SONG, FENGLING XUE,
200JAARKONINKRIJK-APELDOORN.NL,
2013MONCLERJACKA.SE, ACHTER CODY,
ADAM AZEVEDO, ADASA, ADEEL BUTT,
AESTHETIK-TREND.EU, AGRGH AGRGH
RST, AGUS CASAREZ PINA, AHAMAD
AMANULLAA, AIHANG YANG, AIMEE
SKURA, AIYAN LI, ALEX BISHOP,
ALEXANDER BELIAKOV, ALEXANDER
ROSS, ALEXANDRE ABITBOL, ALISHA
CARR, AMELA CALKIC, AMICANTO.NL,
AMY BLOOM, ANANTHAN RAJENDRAN,
ANGELIKA ZIMMERMAN, ANNA FOX,
ANNA GEORGE, ANNA GILDAS HERVE
SANT, ANNETT FRIEDMANN,
ANTENNE3.NL, ANTUO CHEN, ARDIS
ROSSETTI, ARTICSDOWN.COM,
ARTRADE.EU, ATHENSPIZZA.CA,
AUTOVUOKRAUS.EU, BA WANG, BABY-
NAMES.NL, BAGSPURSESHOP.COM,
BAIFENG CHU, BAILIXIAO,
BAKKERBLOM.NL, BAOXIN LI, B-BOSS,
BCOMPANY.CA, BEAU BRENDLEY, BEN
CHANT, BEN PORTER,
BEOSTYLISHL.COM, BERNER HOLLAND,
BERRY HK, BESTCANADAGOOSE.COM,
BESTCANADAGOOSEJACKETSOUTLET.C
OM, BETERELINKS.NL,
BEVERLEYTHOMSON, BIG SEAN,
BILLIGACANADAGOOSEJACKOR.SE, BILY
TRACY, BIN LIUBIN, BINZHANGBIN,
BIRGIT FREUD,
BLACKJACKETSFIRE.COM, BO DING,
BOANDERZ.SE, BOB LAMERS, BONNIE B.
KEY, BORTLY WAREA, BOSBI NIU,
BOSHEHAO JOGDE,

Case No. 15-cv-11075

Judge Amy J. St. Eve

Magistrate Judge Jeffrey Cole

BOUWENDRIJNMOND.NL, BRANDA)
 LOCKE, BRAQ.CA, BRIOLLE THIBAUT,)
 BROOKESTANLEY, BRYAN FADUS,)
 BRYAN AMARAL, BRYAN KANG,)
 BRYANTON BOBBY, BUBACALL.COM,)
 BUCK SALEHI,)
 BUYCANADAGOOSEJACKETOUTLET.CO)
 M, BUYCANADAGOOSEONLINE.COM,)
 BUY-DOWN.ORG,)
 CAGOONLINESTORE.COM,)
 CAHEONLINE.COM, CAI JINQUAN,)
 CALVIN LATIMER, CALVIN XU, CANADA-)
 GOOSE.TOP, CANADAGOOSEBRAND.CA,)
 CANADAGOOSECA.CA,)
 CANADAGOOSECA.EU,)
 CANADAGOOSEFORSALE.CA,)
 CANADAGOOSEFR.COM,)
 CANADAGOOSEJACKA.EU,)
 CANADAGOOSEJACKETOUTLET.COM.CO)
 M,)
 CANADAGOOSEJASSENNEDERLAND.NL,)
 CANADAGOOSEJASSENSALE.NL,)
 CANADA-GOOSE-LB.EU, CANADA-)
 GOOSEMALL.COM, CANADAGOOSE-)
 NEDERLAND.NL, CANADAGOOSENG.EU,)
 CANADAGOOSEOLINESTORE.COM,)
 CANADAGOOSEOUTLET.CA, CANADA-)
 GOOSE-OUTLET.CA,)
 CANADAGOOSEOUTLET2016.COM,)
 CANADAGOOSEOUTLETCANADA.CA,)
 CANADAGOOSEOUTLETJACKET.CA,)
 CANADA-GOOSEOUTLETS.CA,)
 CANADAGOOSEPARKA-SALE.CA,)
 CANADAGOOSEPASCHER.CA,)
 CANADAGOOSE-PASCHER.CA,)
 CANADAGOOSSES.NET,)
 CANADAGOOSSES.TOP,)
 CANADAGOOSSESALE.CO,)
 CANADAGOOSE-SALE.EU,)
 CANADAGOOSSESALES.NL,)
 CANADAGOOSESELL.CO,)
 CANADAGOOSETOPSALE.COM,)
 CANADAGOOSE-TORONTO.CA,)
 CANADAGOOSE-TRADE.COM,)
 CANADAGOOSEVIP.SE,)
 CANADASCHOLARSHIPS.CA,)

CANADIANGOLFADVISOR.CA,)
 CANADIANGOOSEONLINE.CA,)
 CANDACEBLAKE, CAO DAHU, CAO)
 DAHU, CAPSOLUTIONS.CA, CAROL)
 HOLLY, CARRIE JOHNSTON, CARVALHO,)
 CASINONEWSCANADA.CA, CERECITA.EU,)
 CGFOS.COM, CHARLOTTE LUCCHESI)
 CHARLOTTE LUCCHESI, CHELSEA TUR)
 WILLIAMS, CHEN ANTUO, CHEN BAIFEI,)
 CHEN BAP, CHEN EAXLION, CHEN FANG,)
 CHEN JACK, CHEN JUN LONG, CHEN)
 JUNYI, CHEN LONG, CHEN NIAN, CHEN)
 QIAOSHA, CHEN QING CHUN, CHEN)
 QINGBO, CHEN SHAOJIE, CHEN SHAOWEI,)
 CHEN WEI, CHEN WEIQI, CHEN)
 WENZHUO, CHEN XIAOGENG, CHEN)
 XIAOHONG, CHEN XIGU, CHEN YU XI,)
 CHEN ZHENPO, CHENG BING, CHENG)
 SONG, CHENG XUE, CHENWENCHAO,)
 CHENXIAOLING, CHERIE SMITH, CHERQ)
 HDS, CHIQINGYUN, CHRIS TINGNA,)
 CHRIST PORS, CHRISTIAN STEFFEN,)
 CHRISTIN COLE, CHRISTINE)
 OSTERMANN, CHRISTINE PARISH,)
 CINEMAHACK.COM,)
 CIZMYNAPREDAJ.COM, CLARE WALLER,)
 COATCANADA.COM, COATJACKET.EU,)
 COLOURFUNRUN.CA,)
 CONNECTEDCOACH.CA, CONOR)
 MCINERNEY, COREY BROWN, COUTIER,)
 CRCSF.CA,)
 CREATIVECHALLENGECALL.NL, CUI)
 QUANJIAN, CUI XIN WO, CUIZONG MING,)
 CULTURALPLANNING.CA, DAI ZHI,)
 DAMECANADAGOOSEJAKKER.COM, DAN)
 THURSTON, DAN THURSTON, DANIEL,)
 DAVID DORWARD, DAVID LEHRER,)
 DAVID TOM, DAVIDCOUSE.CA, DELORES)
 GRAHAM, DENG YUQIN, DENGBINGFA,)
 DENIEUWEKLUUN.NL, DESIREE VEEK,)
 DEXTER READING, DFGDFG DFGDFG,)
 DFGFDG DFGFDG, DIANE H. RODRIGUEZ,)
 DIGITENTHOLLAND.NL, DIMITAR)
 DIMITROV, DINYI CHEN,)
 DISCOUNTWINTERJACKET.COM,)
 DISTRAKTION.CA, DOMINIK BAR,)

DOMINIK NEUMANN, DOMINIK)
 SCHIFFER, DONG XIAOJIE, DONG YONG,)
 DONGLE MADESION, DONOVAN)
 ANNACAMILLA, DONTIA SMITH, DOTSON)
 HOWARD, DOUDOUNEGOOSEFR.COM,)
 DOWNJACKETSLOCKER.COM, DSA, DU)
 GUIREN, EBRANDMALL-OUTLET.COM,)
 EDUARDO HIGGS, EFSANEMUZIK.NL,)
 ELENA OZEROVA, ELKIN ARROYO,)
 ESGOOSEVIP.COM, ESTRELLA)
 MARGOLIAN, EUGENE OAKES, EUROPE-)
 JACKETS.COM, EVE VALETINGGEE,)
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 CANALES, FABIENNE LACHAPELLE,)
 FABIENNE LACHAPELLE, FANG YI,)
 FASHIONGOOSEJACKET.COM,)
 FASTERCARTS.COM, FEITENG DU, FENG)
 JIANG, FENJIN CHEN, FERNANDES)
 DAVID, FFT GHTY, FINANZIEL.NL,)
 FITFLOPSSVERIGE.EU, FLAPS GOSTARY,)
 FLIPIN GREN, FLORES MIGUEL, FORET)
 JANINE, FRANCIS HAGUE, FRANCISCA)
 MCGUIRE, FRANK RICHTER,)
 FREENAMESERVER.CA, FRIEND LORI,)
 FT2.CA, FU JI, FU JIAO, GABRIELLE)
 LITTLE, GAGE CHRIS, GAN KAIGUI, GAO)
 JIN, GAO LIDAI, GARNER JEROME,)
 GARTNER LESLIE, GEISSE ARIANA,)
 GEOHOT.CA, GERALD ZENTS, GHJGJTY)
 GHJGY, GIACCHESIT.COM, GLAUSEN)
 ALWINS, GLENN RONALD, GONG)
 TENGXINYI, GONG TENGXINYI,)
 GOODFOOT.CA, GOOSE-COAT-)
 CANADA.EU, GOOSEGONOW.COM,)
 GOOSEJACKA.TECABS.ORG,)
 GOOSEJACKETSCLASSIC.COM,)
 GOOSEJACKORSE.COM, GOOSEK.CA,)
 GOOSE-NO.EU,)
 GOOSEONLINESHOPPING.COM,)
 GOOSEOULETCA.COM,)
 GOOSEPASCHERS.COM, GOOSES.TOP,)
 GOOSESHOPCA.COM, GOTOBUY.TOP,)
 GRANDEDEGUSTATION.CA, GRANT)
 UBBELOHDE, GREEN GREEN, GREGG)
 PELLOTT, GUAN HAO, GUANG CHEN,)
 GUANGPU LIANG,)

GUCCIONLINESOUTLET.COM, GUICHENG)
 CAO, GUITIAN XU, GUO CAI ZHU, GUO)
 SHENG, GUOJIN LI, GUOWEI LIU,)
 GUOZHENG HUANG, GUOZHI LI,)
 GUYLAIYE CHARTIER, HAMBRICK)
 VERNON, HAN ZHIYUN, HANHAN, HAO)
 DAZHONG, HAO JIAO, HAO LI, HAO LI,)
 HAROLD CARPENTER, HE JING, HE)
 JINGGUO, HE JINGXI, HE LIN, HE NING)
 WANG, HE QUNYING, HE SHE LI, HE)
 TONY, HE XIAOZHU, HEATHER)
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 BLY, HENDERSON SHIRLEY, HENGFENG)
 LI, HEYI C, HISDU KLDSF, HNARP.CA,)
 HONG YUN, HOOSHOES.COM,)
 HOTSUSHI.NL, HU GUO WUHU GUO WU,)
 HU JUN, HU MINGCHENG, HU SHENG, HU)
 YUANYUAN, HUA SHAN WU, HUACHAO)
 CHEN, HUAN DE, HUANG HUA, HUANG)
 HUANG, HUANG MING, HUANG SHENG,)
 HUANG SHENG, HUANG XIAOWEI,)
 HUANG YUELIN, HUANG ZHAN, HUANG)
 ZONGYANG, HUANGXIAOMIN, HUFFMAN)
 JACOB, HUIZHAN XU, HUMAOMAO, HUNT)
 TYLER, HURENINDEVESTE.NL,)
 IABASSENE AMBRINE, IMOGEN STEVEN,)
 INES BAECKER,)
 INGEGARCYCLESTUDIO.CA,)
 INTERNETGRUPPEN.SE, IONA RODRIGEZ)
 ESPINO, ISABELLA MIKE,)
 IWINTERJACKETS.COM, JÄRGEN)
 THALBERG, JACARE.EU, JACK SMITH,)
 JACK STICKER, JACKETS-GSHOP.COM,)
 JACKETSS.TOP, JACKETTOWN.COM,)
 JACKETUS.EU, JACKIE MANNING,)
 JACKSON JAMES, JACKY WANG, JAFET)
 LAMOUTH, JAKKERNORGEONLINE.EU,)
 JAKKIT INTACHAK, JAME SMITH,)
 JAMES BISHOP, JAN KRZDZIC, JAN)
 MEISTER, JANE HASTY, JARED REDMER,)
 JARMAN CHIREN, JARMAN CHIREN,)
 JASON THURSTON, JAS-)
 PARAJUMPERS.NL,)
 JASSENCANADAGOOSEOUTLET.NL,)
 JASSENKOEDKOOP.NL,)
 JASSENKOEDKOPE.NL,)

JASSENOUTLETNETHERLANDS.COM,)
 JASSENWINKEL2015.NL, JEAN AMERMAN,))
 JEAN POBLA, JEAN SMITH, JEFFREY)
 SUMMERS, JENNIFER ANNE SAVAGE,)
 JENNIFER FUHRMANN, JESSE ESTRADA,)
 JESSE TERRY, JESSICA EGGERS, JESSICA)
 WALKER, JESSICAEA, JETTOO ROY,)
 JGDHRDT FGJHFT, JIAN GOU MAO, JIANG)
 CAIQING, JIANG GUOQUANG, JIANG)
 YUANHUA, JIANG ZHENBIAO, JIANG)
 ZHENBIAO, JIANSHEN CHEN, JIAO SUN,)
 JIE RONG WENG, JIE ZHOU, JIM)
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 JING BO, JINGNING XUE, JINLONG LIU,)
 JINMEI LEI, JINYI CHEN, JIU WANG, JOAO)
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 SINCLAIR, KAI XU, KANG ZHIGANG,)
 KARRYTONY, KARUOKARUO,)
 KATELINNA, KATIEROBERTS, KATRINA)
 CHUNN, KBMOTORSPORTS.CA, KE)
 YONGLONG, KEATSD JOGDE, KENJI)
 HIRAIWA, KEUKENWACHT.NL, KEVIN)
 GERAUD, KEVIN LIU, KEVIN MCINNES,)
 KIDDOOZZ.EU, KIMBERLY CRUMP,)
 KLEURPLATENSTART.NL, KONG)
 DENGXIAO, KONG XIMIN, KOUIS BEGUE,)
 KOUTIAN WU, KRASIMIR PETROV,)
 KRISTAL GOODWYN,)
 KURTKISKLEPPOLSKA.PL, KYLECUNN86,)
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 XIAORONG, LANFANG HE, LANG)
 XIANSHENG, LANGE ERROL, LANNY)
 TYNDALL, LAO WANG, LAURAS)
 BAILLYS, LAUREN BECK,)
 LAVENDERAVE.CA, LAY PILL, LAY PILL,)
 LCCON.CA, LECHI, LEE FEI, LEE)

JIANXIONG, LEEANNE KNIGHT, LEI REN,)
 LELAITSANSLIMITE.CA, LENA LEMBERG,))
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 TERRITOIRE.EU, MARALUNA.NL,)
 MARCEL KLUG, MARCO EISENBERG,)
 MARCO REINIGER, MARCUS TIDMARSH,)
 MARGARET REYNOLDS, MARIA AMSEL,)
 MARIE GUILLOT, MARINO NEIL, MARIO)
 BERGMANN, MARIO MAURER, MARISOL)
 CEDENO, MARTIN WECHSLER, MARTINE)
 BERTRAND, MARY GALLOWAY,)
 MATHIAS HERTZ, MATTHEW KLEIN,)
 MAXIMILIAN LEHMANN, MAYHEW)
 GARREAU, MAYHEW GARREAU,)
 MAYHEW GARREAU,)
 MEDCONNECTION.CA, MEDI PAROZ,)
 MELANIE FABER, MELODIE PAIMBOEUF,)

MERIDETHGALLOWAY, MICHAEL)
 SCHWARZ, MICHEL ISNART, MICHELE)
 KERR, MICHELLE FINKEL, MIGUEL)
 VIEIRA MATOS MATOS, MIKE SAENGER,)
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 MINGHUI CHEN, MION TYLAN, MO LI,)
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 NATURALHYBRID.CA, NAUGHTON)
 THERESE, NAYING WU, NETFAST.EU,)
 NEWCANADAGOOSEOUTLET.COM,)
 NEWCOMMUNITY.NL, NFAY NVAY, NI)
 ZHENG MING, NICOL DUCHAINE, NING)
 CHEN, NINO-ONLINE.EU,)
 NLCANADAGOOSEJASSEN.NL, OAK-)
 NEWPICK.COM, OAK-SUPERPICK.COM,)
 OGOOSE.COM, OGRODZENIA-PLOTY.EU,)
 OKESJON.NL, ONESHOP.CA,)
 ONTOZESTECHNIKA.EU, OPINEIT.CA,)
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 RENE, PANG ZHANG,)
 PARAJUMPERSJAKKEDK.EU,)
 PARISCANADAGOOSE.EU,)
 PATRIKBALOG, PATTY ALMA, PAUL)
 GOOCH, PAUL KAEUM, PAUL MARFELL,)
 PENDLETON JOHN, PENG TINGTING,)
 PENG TINGTING,)
 PEPERNOTENBRIGADE.NL, PERSON,)
 PETER JUNKER, PI QIU, PINGCHUAN)
 SONG, PPSLL PPSLL, PRESTON LYDIA,)
 PRESTON M. HEDSTROM, PRISCILLA)
 SHAFTESBURY,)
 PROCANADAGOOSEJACKETSALE.COM,)
 PRODIGYSECURITY.EU, PU YU,)
 PURMERSTEIJNERS.NL, QI WANG, QIAN)
 LUYIN, QIANG A, QING LIU, QINGFENG)
 LIU, QINGMING ZHOU, QINGSONG HU,)

QINGYAN LI, QUESTSTAFFING.CA,)
 RASMUS NIELSEN, REBEKAH WHITE, REN)
 DEXING, REN QUAN,)
 RENCONTRESRAPIDES.CA,)
 RESURRECTIONFERN.CA, REVIN HANLY,)
 REZOTS.CA, RICHARD GARNIER,)
 RICHARD GAUFFROY, RICHARD LEON)
 NOBLE, RIDGELINEROOFING.CA,)
 RIJSCHOOLCIRCUIT.NL,)
 RIMMELATHOME.NL, RODRGUE SYLVIA,)
 RONGHUI LI, ROOSE.TOP, ROUTE DENAO,)
 ROUTE DENAO, RUNGISLAND.EU, RUOYU)
 GAN, SABINE KUESTER, SALLAN)
 FURTADO, SALLY DACK,)
 SALMONFISHINGNL.CA, SAM BROWN,)
 SAN MU, SAN ZHANG, SANDRA BEARD,)
 SANDRA M. WHYTE, SANZI WANG, SARA)
 ZIMMERMANN, SARAH HANCOCK,)
 SARAH VOGEL, SARINAWILLIAMS,)
 SAWYER LIN, SCHILD DANIEL,)
 SCHODOWSKI.EU, SCHOOLFEES.CA,)
 SCONTOIT.COM, SDFDS SDF, SDFG)
 HKGTYRT, SDFSDF SDFDSF, SEAN)
 WEDGWOOD, SECANADAGOOSE.ORG,)
 SECANADAGOOSEREA.SE, SEVERINE)
 FLANDRIN, SEVILLS OLMEDO,)
 SFDSDCVCB CVBDFDF, SHA HUANG, SHA)
 TUTU, SHAN SHANSHAN SHAN,)
 SHANGQIANG WANG, SHAO DONGDONG,)
 SHARON COOK, SHASHA ZHANG, SHAWN)
 B. DOOLEY, SHAWSCRIBBLES.CA, SHI)
 BIXING, SHI XIAOFENG, SHIER WANG,)
 SHIYI WANG, SHRILEY BARR, SHUAI LIN,)
 SHUI MINGHE, SHUIPING GAN, SI LI,)
 SILKROADCHINA.ORG, SIMONE FRIED,)
 SKARABORGSTAG.SE,)
 SOCIALEWEGWIJZERRHEDEN.NL, SOFIE)
 SALAMANCA, SONCNA-ELEKTRARNA.EU,)
 SONG QINGYUN, SOPHIA DUNCAN,)
 STEFAN FOX, STEPHANIE COLEMAN,)
 STILLUP.CA, STUART HANN, SUN JIAO,)
 SUN WUKONG, SUNJIAO, SUNJIAO,)
 SUSAN LEE, SUSANNE BAYER, SUZANNE)
 WILLIAMS, TAMMY SMITH, TAN XIAO,)
 TANG YUNTANG YUN, TARA KNOX,)
 TARYL YELLEL, TAWNY SAURIOL, TC-)

REPHOTOGRAPHY.CA, TENGXINYI GONG,))
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 THENORTHFACECA.COM,))
 THEOCALKOEN.NL,))
 THEPARKRIDGEHOTEL.COM,))
 THERAAA.CA, THERESA CLARK,))
 THESKIBASE.CA,))
 THEUGGBAILEYBUTTON.COM, THIERRY))
 ANEIROS, THOMAS KIRKPATRICK,))
 Tiantan Li, Tianyan Zhu, Tim Harris,))
 TING GUANG, TOBIAS DURR, TOMIC))
 MIROSLAV, TOMSONLINEOUTLETS.COM,))
 TOPCANADAGOOSEJACKETSOUTLET.CO))
 M, TOSHACK SHANNON, TOURIST-))
 CROATIA.EU, TU XIAOFEN, TU))
 XIAOGUANG, UGGBOOT,))
 UGOOSECOATS.COM, ULRICH DREHER,))
 ULRICH KOHLER, UNICE,))
 USONLINEUS.COM, UTE LANGE, UTE))
 WURFEL, UWE WURFEL, VERA JOVOVIC,))
 VGGBOOTS.TOP, VIBRANTINTERIORS.CA,))
 VICTORIA DAVIDSON, VILLANTI AMY,))
 VITW.CA, WAHYU WIDODO, WANG BEI))
 JING, WANG HEYU, WANG LAO, WANG))
 LING, WANG SHANSHAN, WANG))
 SHANSHI, WANG XIAOLI, WANG))
 XUECONG, WANG XUHAO, WANG YA,))
 WANG YAN, WANG ZHONG YU,))
 WANGXIAON XIAOWANG, WANGZENG,))
 WATERLOOINQUIRY.CA, WATREMET))
 ZHUS, WATREMET ZHUS, WEI XIAOKUN,))
 WEISHENG HU,))
 WELLENSTEYNDODOUNE.COM,))
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 WELSERHUETTE.EU, WELSH NICHOLAS,))
 WEN BEN ZHOU, WEN DI LIU, WENG))
 JUNPENG, WHEELY.CA, WHITING BEN,))
 WHITTENCONSTRUCTION.COM,))
 WIJNENINBLIK.NL, WILDER SHELDON,))
 WILDIMAGES.NL, WILLIAM JACKSON,))
 WILLIAM WILLIAM,))
 WINTERBUYONLINE.COM,))
 WINTERJACKETSFACTORY.COM, WSP-))
 ALERT.NL, WU QINQIN, WU WANG, WU))
 XIAOXIAO, WUXI YILIAN LLC,))
 WUXIUFENG, XIA BING, XIAMEN ENAME))

NETWORK CO., LTD., XIAO, XIAO CAI,)
 XIAO HE, XIAO LIU, XIAO MEI HUANG,)
 XIAO WU, XIAO YU, XIAOFANG ZHAO,)
 XIAOGAGA LADI, XIAOHONG ZOU,)
 XIAOJIE DONG, XIAOWEI CHEN,)
 XIAOXIAO ZHANG, XIAOZHANG, XIAYU)
 ZHI, XIE GUOREN, XIE WEI, XIMIA JIAO,)
 XING WEN JIN, XINQIAN RHYS, XINQIAN)
 TYNDALL, XINQIAN TYNDALL,)
 XIONGGUI LIN, XIUFEN BAI, XIUHE QI,)
 XIULING BAI, XU KUAJI, XU SHI, XU)
 TINGTING, XU ZHENGMING,)
 XUZHENG FANG, YAN WANGYAN, YAN)
 XIAOLONG, YANFEI HUANG, YANG HUA)
 HUANG, YANG JIANQIN, YANG LI, YANG)
 WU, YANG XIAO QING, YANG XIN,)
 YANGHUA HUANG, YANGWANG QIU,)
 YANHAO LI, YAO CHENG, YAO)
 GUOXIANG, YAO MINGZHU, YAO)
 QINGFENG, YAYUE XING, YE LIN,)
 YEYUNYUN, YI CAO, YI GUO, YING)
 ZHANG, YIYI ZHANG, YIYI ZHANG, YOU)
 SHI, YOUKE CHEN, YOUNES DAOUDI, YU)
 GUANG HUA, YU WEN PENG, YU XIAOJIE,)
 YUE MU, YUHAO LI, YUJING WANG,)
 YULONG HAN, YUMIN WU, YUN ER,)
 ZELONG LI, ZENG TIANPIN, ZENG ZENG,)
 ZENGJIA YI, ZHAN MU SI, ZHANG)
 BANGBI, ZHANG BANGBI, ZHANG)
 CHUNLAN, ZHANG ENLAI, ZHANG JIE,)
 ZHANG JINXIAN, ZHANG LIANSHENG,)
 ZHANG LINGLING, ZHANG LU, ZHANG)
 SAN(ZHANG SAN(, ZHANG SHA SHA,)
 ZHANG SHA SHA, ZHANG SHUYUAN,)
 ZHANG WENFENG, ZHANG XI ZI, ZHANG)
 XIAOHONG, ZHANG YIYI, ZHANG YIYI,)
 ZHANG YIYUN, ZHANG YONG TAO,)
 ZHANGJINXIAN, ZHANGLI ZHANGLI,)
 ZHANGLIXIANG, ZHANGSAN,)
 ZHANGZONGZE, ZHAO KANGHUI, ZHAO)
 XIAO FANG, ZHAO XIQING, ZHEKAI LI,)
 ZHEN CAI, ZHENG HONGLIN, ZHENG)
 PENG, ZHENG TENGU, ZHENG WANG,)
 ZHENG XU, ZHENG YUNZHENG YUN,)
 ZHENG ZHAOYI, ZHIHAO, ZHIKUN LI,)
 ZHONGJIE WANG, ZHOU JIE, ZHOU)

JINHONG, ZHOU SHUQUAN, ZHOU WAN)
 TING, ZHOU WAN TING, ZHOU XIAOXIAO,))
 ZHOURUNFA, ZHU YUHANG, ZHUHAI))
 YINGXUN KEJI LIMITED, ZHUO XIAO))
 QIANG, ZHUOLING XUAN, ZI MI, ZOUYAN))
 KE, FUJIAN PROVINCE JINJIANG CITY))
 FREELEE GARMENT FACTORY, HUAIAN))
 SUNLAND INT'L TRADING CO., LTD.,))
 SHENZHEN ANTARCTIC GOOSE))
 INTERNATIONAL GARMENT CO., LTD,))
 SHENZHEN SHENGJIAYUAN CAPS CO.,))
 LTD., APPAREL FACTORY, BAIN,))
 BAISONG WANG'S STORE, BRAND))
 CLOTHING STORES, COOL ANIME , DAI))
 COLORFUL SHOP, FASHION BRAND CO.,))
 LTD., FOREIGN TRADE SHOP., FUZHEN))
 ZHANG'S STORE, THE MOST BEAUTIFUL))
 LIFE , YOUTH222, AFARES,))
 BEAUTIFUL8787, FASHION19882011,))
 GXSEENGAXIN, and LOWESTPRICE668,))
))
 Defendants.))
))

AMENDED COMPLAINT

Plaintiff Canada Goose Inc. (“Canada Goose” or “Plaintiff”) hereby brings the present action against KOBE SONG, FENGLING XUE, 200JAARKONINKRIJK-APELDOORN.NL, 2013MONCLERJACKA.SE, ACHTER CODY, ADAM AZEVEDO, ADASA, ADEEL BUTT, AESTHETIK-TREND.EU, AGRGH AGRGH RST, AGUS CASAREZ PINA, AHAMAD AMANULLAA, AIHANG YANG, AIMEE SKURA, AIYAN LI, ALEX BISHOP, ALEXANDER BELIAKOV, ALEXANDER ROSS, ALEXANDRE ABITBOL, ALISHA CARR, AMELA CALKIC, AMICANTO.NL, AMY BLOOM, ANANTHAN RAJENDRAN, ANGELIKA ZIMMERMAN, ANNA FOX, ANNA GEORGE, ANNA GILDAS HERVE SANT, ANNETT FRIEDMANN, ANTENNE3.NL, ANTUO CHEN, ARDIS ROSSETTI, ARTICSDOWN.COM, ARTRADE.EU, ATHENSPIZZA.CA, AUTOVUOKRAUS.EU, BA

WANG, BABY-NAMES.NL, BAGSPURSESHOP.COM, BAIFENG CHU, BAILIXIAO, BAKKERBLOM.NL, BAOXIN LI, B-BOSS, BCOMPANY.CA, BEAU BRENDLEY, BEN CHANT, BEN PORTER, BEOSTYLISHL.COM, BERNER HOLLAND, BERRY HK, BESTCANADAGOOSE.COM, BESTCANADAGOOSEJACKETSOUTLET.COM, BETERELINKS.NL, BEVERLEYTHOMSON, BIG SEAN, BILLIGACANADAGOOSEJACKOR.SE, BILY TRACY, BIN LIUBIN, BINZHANGBIN, BIRGIT FREUD, BLACKJACKETSFIRE.COM, BO DING, BOANDERZ.SE, BOB LAMERS, BONNIE B. KEY, BORTLY WAREA, BOSBI NIU, BOSHEHAO JOGDE, BOUWENDRIJNMOND.NL, BRANDA LOCKE, BRAQ.CA, BRIOLLE THIBAUT, BROOKESTANLEY, BRYAN FADUS, BRYAN AMARAL, BRYAN KANG, BRYANTON BOBBY, BUBACALL.COM, BUCK SALEHI, BUYCANADAGOOSEJACKETOUTLET.COM, BUYCANADAGOOSEONLINE.COM, BUY-DOWN.ORG, CAGOONLINESTORE.COM, CAHEONLINE.COM, CAI JINQUAN, CALVIN LATIMER, CALVIN XU, CANADA-GOOSE.TOP, CANADAGOOSEBRAND.CA, CANADAGOOSECA.CA, CANADAGOOSECA.EU, CANADAGOOSEFORSALE.CA, CANADAGOOSEFR.COM, CANADAGOOSEJACKA.EU, CANADAGOOSEJACKETOUTLET.COM.COM, CANADAGOOSEJASSENNEDERLAND.NL, CANADAGOOSEJASSENSALE.NL, CANADA-GOOSE-LB.EU, CANADA-GOOSEMALL.COM, CANADAGOOSE-NEDERLAND.NL, CANADAGOOSENG.EU, CANADAGOOSEONLINESTORE.COM, CANADAGOOSEOUTLET.CA, CANADA-GOOSE-OUTLET.CA, CANADAGOOSEOUTLET2016.COM, CANADAGOOSEOUTLETCANADA.CA, CANADAGOOSEOUTLETJACKET.CA, CANADA-GOOSEOUTLETS.CA,

CANADAGOOSEPARKA-SALE.CA, CANADAGOOSEPASCHER.CA, CANADAGOOSE-PASCHER.CA, CANADAGOOSSES.NET, CANADAGOOSSES.TOP, CANADAGOOSSESALE.CO, CANADAGOOSE-SALE.EU, CANADAGOOSSESALES.NL, CANADAGOOSESELL.CO, CANADAGOOSSETOPSALE.COM, CANADAGOOSE-TORONTO.CA, CANADAGOOSE-TRADE.COM, CANADAGOOSEVIP.SE, CANADASCHOLARSHIPS.CA, CANADIANGOLFADVISOR.CA, CANADIANGOOSEONLINE.CA, CANDACEBLAKE, CAO DAHU, CAO DAHU, CAPSOLUTIONS.CA, CAROL HOLLY, CARRIE JOHNSTON, CARVALHO, CASINONEWSCANADA.CA, CERECITA.EU, CGFOS.COM, CHARLOTTE LUCCHESI CHARLOTTE LUCCHESI, CHELSEA TUR WILLIAMS, CHEN ANTUO, CHEN BAIFEI, CHEN BAP, CHEN EAXLION, CHEN FANG, CHEN JACK, CHEN JUN LONG, CHEN JUNYI, CHEN LONG, CHEN NIAN, CHEN QIAOSHA, CHEN QING CHUN, CHEN QINGBO, CHEN SHAOJIE, CHEN SHAOWEI, CHEN WEI, CHEN WEIQI, CHEN WENZHUO, CHEN XIAOGENG, CHEN XIAOHONG, CHEN XIGU, CHEN YU XI, CHEN ZHENPO, CHENG BING, CHENG SONG, CHENG XUE, CHENWENCHAO, CHENXIAOLING, CHERIE SMITH, CHERQ HDS, CHIQUINGYUN, CHRIS TINGNA, CHRIST PORS, CHRISTIAN STEFFEN, CHRISTIN COLE, CHRISTINE OSTERMANN, CHRISTINE PARISH, CINEMAHACK.COM, CIZMYNAPREDAJ.COM, CLARE WALLER, COATCANADA.COM, COATJACKET.EU, COLOURFUNRUN.CA, CONNECTEDCOACH.CA, CONOR MCINERNEY, COREY BROWN, COUTIER, CRCSF.CA, CREATIVECHALLENGECALL.NL, CUI QUANJIAN, CUI XIN WO, CUIZONG MING, CULTURALPLANNING.CA, DAI ZHI, DAMECANADAGOOSEJAKKER.COM, DAN THURSTON, DAN THURSTON, DANIEL,

DAVID DORWARD, DAVID LEHRER, DAVID TOM, DAVIDCOUSE.CA, DELORES GRAHAM, DENG YUQIN, DENGBINGFA, DENIEUWEKLUUN.NL, DESIREE VEEK, DEXTER READING, DFGDFG DFGDFG, DFGFDG DFGFDG, DIANE H. RODRIGUEZ, DIGITENTHOLLAND.NL, DIMITAR DIMITROV, DINYI CHEN, DISCOUNTWINTERJACKET.COM, DISTRAKTION.CA, DOMINIK BAR, DOMINIK NEUMANN, DOMINIK SCHIFFER, DONG XIAOJIE, DONG YONG, DONGLE MADESION, DONOVAN ANNACAMILLA, DONTIA SMITH, DOTSON HOWARD, DOUDOUNEGOOSEFR.COM, DOWNJACKETSLOCKER.COM, DSA, DU GUIREN, EBRANDMALL-OUTLET.COM, EDUARDO HIGGS, EFSANEMUZIK.NL, ELENA OZEROVA, ELKIN ARROYO, ESGOOSEVIP.COM, ESTRELLA MARGOLIAN, EUGENE OAKES, EUROPE-JACKETS.COM, EVE VALETINGGEE, EYMDE JUDEA, EZEQUIAS OLIVERA CANALES, FABIENNE LACHAPELLE, FABIENNE LACHAPELLE, FANG YI, FASHIONGOOSEJACKET.COM, FASTERCARTS.COM, FEITENG DU, FENG JIANG, FENJIN CHEN, FERNANDES DAVID, FFT GHTY, FINANZIEL.NL, FITFLOPSSVERIGE.EU, FLAPS GOSTARY, FLIPIN GREN, FLORES MIGUEL, FORET JANINE, FRANCIS HAGUE, FRANCISCA MCGUIRE, FRANK RICHTER, FREENAMESERVER.CA, FRIEND LORI, FT2.CA, FU JI, FU JIAO, GABRIELLE LITTLE, GAGE CHRIS, GAN KAIGUI, GAO JIN, GAO LIDAI, GARNER JEROME, GARTNER LESLIE, GEISSE ARIANA, GEOHOT.CA, GERALD ZENTS, GHJGJTY GHJGY, GIACCHESIT.COM, GLAUSEN ALWINS, GLENN RONALD, GONG TENGXINYI, GONG TENGXINYI, GOODFOOT.CA, GOOSE-COAT-CANADA.EU, GOOSEGONOW.COM, GOOSEJACKA.TECABS.ORG, GOOSEJACKETSCLASSIC.COM, GOOSEJACKORSE.COM, GOOSEK.CA, GOOSE-NO.EU,

GOOSEONLINESHOPPING.COM, GOOSEOULETCA.COM, GOOSEPASCHERS.COM, GOOSES.TOP, GOOSESHOPCA.COM, GOTOBUY.TOP, GRANDEDEGUSTATION.CA, GRANT UBBELOHDE, GREEN GREEN, GREGG PELLOTT, GUAN HAO, GUANG CHEN, GUANGPU LIANG, GUCCIONLINESOUTLET.COM, GUICHENG CAO, GUITIAN XU, GUO CAI ZHU, GUO SHENG, GUOJIN LI, GUOWEI LIU, GUOZHENG HUANG, GUOZHI LI, GUYLAIYE CHARTIER, HAMBRICK VERNON, HAN ZHIYUN, HANHAN, HAO DAZHONG, HAO JIAO, HAO LI, HAO LI, HAROLD CARPENTER, HE JING, HE JINGGUO, HE JINGXI, HE LIN, HE NING WANG, HE QUNYING, HE SHE LI, HE TONY, HE XIAOZHU, HEATHER ANDREWS, HEIKE OSTER, HELENA W. BLY, HENDERSON SHIRLEY, HENGFENG LI, HEYI C, HISDU KLDSF, HNARP.CA, HONG YUN, HOOSHOES.COM, HOTSUSHI.NL, HU GUO WUHU GUO WU, HU JUN, HU MINGCHENG, HU SHENG, HU YUANYUAN, HUA SHAN WU, HUACHAO CHEN, HUAN DE, HUANG HUA, HUANG HUANG, HUANG MING, HUANG SHENG, HUANG SHENG, HUANG XIAOWEI, HUANG YUELIN, HUANG ZHAN, HUANG ZONGYANG, HUANGXIAOMIN, HUFFMAN JACOB, HUIZHAN XU, HUMAOMAO, HUNT TYLER, HURENINDEVESTE.NL, IABASSENE AMBRINE, IMOGEN STEVEN, INES BAECKER, INGEARCYCLESTUDIO.CA, INTERNETGRUPPEN.SE, IONA RODRIGEZ ESPINO, ISABELLA MIKE, IWINTERJACKETS.COM, JÄRGEN THALBERG, JACARE.EU, JACK SMITH, JACK STICKER, JACKETS-GSHOP.COM, JACKETSS.TOP, JACKETTOWN.COM, JACKETUS.EU, JACKIE MANNING, JACKSON JAMES, JACKY WANG, JAFET LAMOUTH, JAKKERNORGEONLINE.EU, JAKKIT INTACHAK, JAME SMITH, JAMES BISHOP, JAN KRDZIC, JAN MEISTER, JANE HASTY, JARED REDMER, JARMAN CHIREN, JARMAN CHIREN, JASON THURSTON, JAS-PARAJUMPERS.NL,

JASSENCANADAGOOSEOUTLET.NL, JASSENKOEDKOOP.NL,
JASSENKOEDKOPE.NL, JASSENOUTLETNETHERLANDS.COM,
JASSENWINKEL2015.NL, JEAN AMERMAN, JEAN POBLA, JEAN SMITH, JEFFREY
SUMMERS, JENNIFER ANNE SAVAGE, JENNIFER FUHRMANN, JESSE ESTRADA,
JESSE TERRY, JESSICA EGGERS, JESSICA WALKER, JESSICAEA, JETTOO ROY,
JGDHRDT FGJHFT, JIAN GOU MAO, JIANG CAIQING, JIANG GUOGUANG, JIANG
YUANHUA, JIANG ZHENBIAO, JIANG ZHENBIAO, JIANSHEN CHEN, JIAO SUN, JIE
RONG WENG, JIE ZHOU, JIM CHRISTOPHER, JIN GUANMIAN, JIN LIWEI, JIN
TONGZHI, JING BEN ZHENG, JING BO, JINGNING XUE, JINLONG LIU, JINMEI LEI,
JINYI CHEN, JIU WANG, JOAO ALBERTO LEITE JUNIOR, JOEY-ELIJAH
ALEXITHYMIA, JOHN D, JOHN F, JOHN M, JOHN S. TABOR, JOHN STEVEN, JOHN
STEWART, JOHN WANG, JOHNATHON BARTON, JOLENE POLK, JONAS HERMAN,
JOSE S. JAMES, JOSEPH BARTON, JOSEPH CAPRIO, JUDD ANNA, JUGUI XU, JULIE
AMPHLETT, JULIEDN LUSTEN SBERGER, JULY MEI, JUOENANG FEWAXDFG,
KADEK MARDIKA, KAI CHEN, KAI SINCLAIR, KAI XU, KANG ZHIGANG,
KARRYTONY, KARUOKARUO, KATELINNA, KATIEROBERTS, KATRINA CHUNN,
KBMOTORSPORTS.CA, KE YONGLONG, KEATSD JOGDE, KENJI HIRAIWA,
KEUKENWACHT.NL, KEVIN GERAUD, KEVIN LIU, KEVIN MCINNES, KIDDOOZZ.EU,
KIMBERLY CRUMP, KLEURPLATENSTART.NL, KONG DENGXIAO, KONG XIMIN,
KOUIS BEGUE, KOUTIAN WU, KRASIMIR PETROV, KRISTAL GOODWYN,
KURTKISKLEPPOLSKA.PL, KYLECUNN86, LAB-STICC.EU, LAN LAN, LAN
XIAORONG, LANFANG HE, LANG XIANSHENG, LANGE ERROL, LANNY TYNDALL,
LAO WANG, LAURAS BAILLYS, LAUREN BECK, LAVENDERAVE.CA, LAY PILL, LAY

PILL, LCCON.CA, LECHI, LEE FEI, LEE JIANXIONG, LEEANNE KNIGHT, LEI REN, LELAITSANSLIMITE.CA, LENA LEMBERG, LENA FRIEDMANN, LEONAMULLER, LI CHAOQUN, LI CHEN, LI FAN, LI FEIYAN, LI FUHUA, LI HAI, LI HONGYUAN, LI JIA, LI JINYAN, LI LUXIN, LI MEIDAN, LI MING, LI MINGMING, LI MUYI, LI PINGLONG, LI TAO, LI WANG, LI XINBAI, LI YUNYANG, LIAN HUITIAN, LIANFA HAN, LIANGGUANGPU, LIANGGUANGPU, LIN ALI, LIN CHEN, LIN CHEN DONG, LIN ERBAO, LIN GUILAN, LIN GUOHAI, LIN GUOJIAN, LIN HUACHEN, LIN HUACONG, LIN JINQING, LIN LI, LIN LIUYAN, LIN LU LU, LIN PING, LIN PING, LIN PING, LIN PING, LIN SHANSHAN, LIN TIANGUI, LIN XIULIAN, LIN XUEQUE, LIN ZHONG KAI, LINDAN LIN, LINWENQUAN, LIRONG SHI, LISA OCCHINO, LISA LU, LIU BOGUI, LIU CHENGZHI, LIU DANAQ, LIU QIANG, LIU RENXIAN, LIU RUO, LIU WENTING, LIU XIA, LIU YI, LIUJIELUN, LIUSHUI, LIUZHI, LIXUE CHEN, LIZHEN HE, LOE LOE, LOGN CHEN, LOKAALTEHUUR.NL, LONG DIPENG, LONGJI LI, LONGTING CHEN, LORRAINE TOTH, LOVEBIRD.SE, LU JINZHAO, LU XIAOBI, LU YACHAO, LUCIA SYNGE, LUDWIG RHYS, LUDWIG RHYS, LUDWIG RHYS, LUO YANG, LUO ZHIXIANG, MA XIAOYAN, MA YUNBA, MACKAGE-COATS.CA, MALLORY HICKS, MANUELA FREEH, MAQUETTE-TERRITOIRE.EU, MARALUNA.NL, MARCEL KLUG, MARCO EISENBERG, MARCO REINIGER, MARCUS TIDMARSH, MARGARET REYNOLDS, MARIA AMSEL, MARIE GUILLOT, MARINO NEIL, MARIO BERGMANN, MARIO MAURER, MARISOL CEDENO, MARTIN WECHSLER, MARTINE BERTRAND, MARY GALLOWAY, MATHIAS HERTZ, MATTHEW KLEIN, MAXIMILIAN LEHMANN, MAYHEW GARREAU, MAYHEW GARREAU, MAYHEW GARREAU, MEDCONNECTION.CA, MEDI PAROZ, MELANIE FABER, MELODIE PAIMBOEUF,

MERIDETHGALLOWAY, MICHAEL SCHWARZ, MICHEL ISNART, MICHELE KERR, MICHELLE FINKEL, MIGUEL VIEIRA MATOS MATOS, MIKE SAENGER, MING A, MING WU, MINGCHENG HU, MINGHUI CHEN, MION TYLAN, MO LI, MOALA PASIKALA, MODANORA.COM, MOHAMAD BAHAROM, MONCLERJACKAPRIS.SE, MONEY IN TRADE.CO.LTD, MRGUO, MU TONGSHENG, MYJACKETSSHOP.COM, MYRA KERN, MYRA STEVEN, NA MEI, NATHALIE FOUCHER, NATURALHYBRID.CA, NAUGHTON THERESE, NAYING WU, NETFAST.EU, NEWCANADAGOOSEOUTLET.COM, NEWCOMMUNITY.NL, NFAY NVAY, NI ZHENG MING, NICOL DUCHAINE, NING CHEN, NINO-ONLINE.EU, NLCANADAGOOSEJASSEN.NL, OAK-NEWPICK.COM, OAK-SUPERPICK.COM, OGOOSE.COM, OGRODZENIA-PLOTY.EU, OKESJON.NL, ONESHOP.CA, ONTOZESTECHNIKA.EU, OPINEIT.CA, ORGANICIPSUM.COM, ORGANIZZ.CA, OSCAR DOHERTY, OSMAN KANU, OSTP.CA, OUTLET-CANADAGOOSE.US.COM, OUTREACHAMS.CA, PAKP TLSY, PALEY RENE, PANG ZHANG, PARAJUMPERSJAKKEDK.EU, PARISCANADAGOOSE.EU, PATRIKBALOG, PATTY ALMA, PAUL GOOCH, PAUL KAEUM, PAUL MARFELL, PENDLETON JOHN, PENG TINGTING, PENG TINGTING, PEPERNOTENBRIGADE.NL, PERSON, PETER JUNKER, PI QIU, PINGCHUAN SONG, PPSLL PPSLL, PRESTON LYDIA, PRESTON M. HEDSTROM, PRISCILLA SHAFTESBURY, PROCANADAGOOSEJACKETSALE.COM, PRODIGYSECURITY.EU, PU YU, PURMERSTEIJNERS.NL, QI WANG, QIAN LUYIN, QIANG A, QING LIU, QINGFENG LIU, QINGMING ZHOU, QINGSONG HU, QINGYAN LI, QUESTSTAFFING.CA, RASMUS NIELSEN, REBEKAH WHITE, REN DEXING, REN QUAN, RENCONTRESRAPIDES.CA, RESURRECTIONFERN.CA, REVIN HANLY,

REZOTS.CA, RICHARD GARNIER, RICHARD GAUFFROY, RICHARD LEON NOBLE, RIDGELINEROOFING.CA, RIJSCHOOLCIRCUIT.NL, RIMMELATHOME.NL, RODRGUE SYLVIA, RONGHUI LI, ROOSE.TOP, ROUTE DENAO, ROUTE DENAO, RUNGISLAND.EU, RUOYU GAN, SABINE KUESTER, SALLAN FURTADO, SALLY DACK, SALMONFISHINGNL.CA, SAM BROWN, SAN MU, SAN ZHANG, SANDRA BEARD, SANDRA M. WHYTE, SANSI WANG, SARA ZIMMERMANN, SARAH HANCOCK, SARAH VOGEL, SARINAWILLIAMS, SAWYER LIN, SCHILD DANIEL, SCHODOWSKI.EU, SCHOOLFEES.CA, SCONTOIT.COM, SDFDS SDF, SDFG HKGTYRT, SDFSDF SDFDSF, SEAN WEDGWOOD, SECANADAGOOSE.ORG, SECANADAGOOSEREA.SE, SEVERINE FLANDRIN, SEVILLS OLMEDO, SFDSDCVCB CVBDFDF, SHA HUANG, SHA TUTU, SHAN SHANSHAN SHAN, SHANGQIANG WANG, SHAO DONGDONG, SHARON COOK, SHASHA ZHANG, SHAWN B. DOOLEY, SHAWSCRIBBLES.CA, SHI BIXING, SHI XIAOFENG, SHIER WANG, SHIYI WANG, SHRILEY BARR, SHUAI LIN, SHUI MINGHE, SHUIPING GAN, SI LI, SILKROADCHINA.ORG, SIMONE FRIED, SKARABORGSTAG.SE, SOCIALEWEGWIJZERRHEDEN.NL, SOFIE SALAMANCA, SONCNA-ELEKTRARNA.EU, SONG QINGYUN, SOPHIA DUNCAN, STEFAN FOX, STEPHANIE COLEMAN, STILLUP.CA, STUART HANN, SUN JIAO, SUN WUKONG, SUNJIAO, SUNJIAO, SUSAN LEE, SUSANNE BAYER, SUZANNE WILLIAMS, TAMMY SMITH, TAN XIAO, TANG YUNTANG YUN, TARA KNOX, TARYL YELLEL, TAWNY SAURIOL, TC-REPHOTOGRAPHY.CA, TENGXINYI GONG, THENORTHFACE2016.COM, THENORTHFACECA.COM, THEOCALKOEN.NL, THEPARKRIDGEHOTEL.COM, THERAAA.CA, THERESA CLARK, THESKIBASE.CA, THEUGGBAILEYBUTTON.COM,

THIERRY ANEIROS, THOMAS KIRKPATRICK, Tiantan LI, Tianyan ZHU, TIM HARRIS, TING GUANG, TOBIAS DURR, TOMIC MIROSLAV, TOMSONLINEOUTLETS.COM, TOPCANADAGOOSEJACKETSOUTLET.COM, TOSHACK SHANNON, TOURIST-CROATIA.EU, TU XIAOFEN, TU XIAOGUANG, UGGBOOT, UGOOSECOATS.COM, ULRICH DREHER, ULRICH KOHLER, UNICE, USONLINEUS.COM, UTE LANGE, UTE WURFEL, UWE WURFEL, VERA JOVOVIC, VGGBOOTS.TOP, VIBRANTINTERIORS.CA, VICTORIA DAVIDSON, VILLANTI AMY, VITW.CA, WAHYU WIDODO, WANG BEI JING, WANG HEYU, WANG LAO, WANG LING, WANG SHANSHAN, WANG SHANSHI, WANG XIAOLI, WANG XUECONG, WANG XUHAO, WANG YA, WANG YAN, WANG ZHONG YU, WANGXIAON XIAOWANG, WANGZENG, WATERLOOINQUIRY.CA, WATREMET ZHUS, WATREMET ZHUS, WEI XIAOKUN, WEISHENG HU, WELLENSTEYNDODOUNE.COM, WELLENSTEYNPASCHER.COM, WELSERHUETTE.EU, WELSH NICHOLAS, WEN BEN ZHOU, WEN DI LIU, WENG JUNPENG, WHEELY.CA, WHITING BEN, WHITTENCONSTRUCTION.COM, WIJNENINBLIK.NL, WILDER SHELDON, WILDIMAGES.NL, WILLIAM JACKSON, WILLIAM WILLIAM, WINTERBUYONLINE.COM, WINTERJACKETSFACTORY.COM, WSP-ALERT.NL, WU QINQIN, WU WANG, WU XIAOXIAO, WUXI YILIAN LLC, WUXIUFENG, XIA BING, XIAMEN ENAME NETWORK CO., LTD., XIAO, XIAO CAI, XIAO HE, XIAO LIU, XIAO MEI HUANG, XIAO WU, XIAO YU, XIAOFANG ZHAO, XIAOGAGA LADI, XIAOHONG ZOU, XIAOJIE DONG, XIAOWEI CHEN, XIAOXIAO ZHANG, XIAOZHANG, XIAYU ZHI, XIE GUOREN, XIE WEI, XIMIA JIAO, XING WEN JIN, XINQIAN RHYS, XINQIAN TYNDALL, XINQIAN TYNDALL, XIONGGUI LIN,

XIUFEN BAI, XIUHE QI, XIULING BAI, XU KUAIJI, XU SHI, XU TINGTING, XU ZHENGMING, XUZHENG FANG, YAN WANGYAN, YAN XIAOLONG, YANFEI HUANG, YANG HUA HUANG, YANG JIANQIN, YANG LI, YANG WU, YANG XIAO QING, YANG XIN, YANGHUA HUANG, YANGWANG QIU, YANHAO LI, YAO CHENG, YAO GUOXIANG, YAO MINGZHU, YAO QINGFENG, YAYUE XING, YE LIN, YEYUNYUN, YI CAO, YI GUO, YING ZHANG, YIYI ZHANG, YIYI ZHANG, YOU SHI, YOUKE CHEN, YOUNES DAOUDI, YU GUANG HUA, YU WEN PENG, YU XIAOJIE, YUE MU, YUHAO LI, YUJING WANG, YULONG HAN, YUMIN WU, YUN ER, ZELONG LI, ZENG TIANPIN, ZENG ZENG, ZENGJIA YI, ZHAN MU SI, ZHANG BANGBI, ZHANG BANGBI, ZHANG CHUNLAN, ZHANG ENLAI, ZHANG JIE, ZHANG JINXIAN, ZHANG LIANSHENG, ZHANG LINGLING, ZHANG LU, ZHANG SAN(ZHANG SAN(, ZHANG SHA SHA, ZHANG SHA SHA, ZHANG SHUYUAN, ZHANG WENFENG, ZHANG XI ZI, ZHANG XIAOHONG, ZHANG YIYI, ZHANG YIYI, ZHANG YIYUN, ZHANG YONG TAO, ZHANGJINXIAN, ZHANGLI ZHANGLI, ZHANGLIXIANG, ZHANGSAN, ZHANGZONGZE, ZHAO KANGHUI, ZHAO XIAO FANG, ZHAO XIQING, ZHEKAI LI, ZHEN CAI, ZHENG HONGLIN, ZHENG PENG, ZHENG TENGU, ZHENG WANG, ZHENG XU, ZHENG YUNZHENG YUN, ZHENG ZHAOYI, ZHIHAO, ZHIKUN LI, ZHONGJIE WANG, ZHOU JIE, ZHOU JINHONG, ZHOU SHUQUAN, ZHOU WAN TING, ZHOU WAN TING, ZHOU XIAOXIAO, ZHOURUNFA, ZHU YUHANG, ZHUHAI YINGXUN KEJI LIMITED, ZHUO XIAO QIANG, ZHUOLING XUAN, ZI MI, ZOUYAN KE, FUJIAN PROVINCE JINJIANG CITY FREELEE GARMENT FACTORY, HUAIAN SUNLAND INT'L TRADING CO., LTD., SHENZHEN ANTARCTIC GOOSE INTERNATIONAL GARMENT CO., LTD, SHENZHEN SHENGJIAYUAN CAPS CO., LTD., APPAREL FACTORY, BAIN,

BAISONG WANG'S STORE, BRAND CLOTHING STORES, COOL ANIME , DAI COLORFUL SHOP, FASHION BRAND CO., LTD., FOREIGN TRADE SHOP., FUZHEN ZHANG'S STORE, THE MOST BEAUTIFUL LIFE, YOUTH222, AFARES, BEAUTIFUL8787, FASHION19882011, GXSEENGAOXIN, and LOWESTPRICE668, identified on Schedule A attached hereto (collectively, "Defendants") and alleges as follows:

I. JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, *et seq.*, 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331. This Court has jurisdiction over the claims in this action that arise under the laws of the State of Illinois pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in the United States, including Illinois, through at least the fully interactive commercial Internet stores operating under the Defendant Domain Names and/or the Online Marketplace Accounts identified in Schedule A attached hereto (collectively, the "Defendant Internet Stores"). Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of Canada Goose's trademarks. Each of the Defendants has targeted sales from Illinois residents by operating online stores that offer shipping to the United States, including Illinois, accept payment in U.S. dollars and, on information and belief, has sold counterfeit Canada Goose products to

residents of Illinois. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Canada Goose substantial injury in the State of Illinois.

II. INTRODUCTION

3. This action has been filed by Canada Goose to combat online counterfeiters who trade upon Canada Goose's reputation and goodwill by selling and/or offering for sale unauthorized and unlicensed counterfeit products featuring Canada Goose's trademarks (the "Counterfeit Canada Goose Products"). The Defendants create the Defendant Internet Stores by the hundreds or even thousands and design them to appear to be selling genuine Canada Goose products, while actually selling Counterfeit Canada Goose Products to unknowing consumers. The Defendant Internet Stores share unique identifiers, such as design elements and similarities of the counterfeit products offered for sale, establishing a logical relationship between them and suggesting that Defendants' counterfeiting operation arises out of the same transaction, occurrence, or series of transactions or occurrences. Defendants attempt to avoid liability by going to great lengths to conceal both their identities and the full scope and interworking of their counterfeiting operation. Canada Goose is forced to file these actions to combat Defendants' counterfeiting of its registered trademarks, as well as to protect unknowing consumers from purchasing Counterfeit Canada Goose Products over the Internet. Canada Goose has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of its valuable trademarks as a result of Defendants' actions and seeks injunctive and monetary relief.

III. THE PARTIES


Plaintiff

4. Founded in a small warehouse in Toronto, Canada, Canada Goose has grown to be an internationally recognized manufacturer, distributor and retailer of high quality, functional, down-filled outerwear, including parkas, jackets, and coats and associated accessories for men, women and children, all of which prominently display its famous, internationally-recognized and federally-registered trademarks, including CANADA GOOSE (collectively, the “Canada Goose Products”). Canada Goose Products have become enormously popular and even iconic, driven by Canada Goose’s arduous quality standards and innovative design. Among the purchasing public, genuine Canada Goose Products are instantly recognizable as such. In the United States and around the world, the Canada Goose brand has come to symbolize high quality, and Canada Goose Products are among the most recognizable outerwear in the world.

5. Canada Goose Products are distributed and sold to consumers through retailers throughout the United States, including through authorized retailers in Illinois such as Barneys, Bloomingdales, Nordstrom, Neiman Marcus, Paragon Sports, and Saks Fifth Avenue, and also through authorized online retailers in the United States including, but not limited to, Bergdorf Goodman, Moosejaw and Uncle Dan’s.

6. Canada Goose incorporates a variety of distinctive marks in the design of its various Canada Goose Products. As a result of its long-standing use, Canada Goose owns common law trademark rights in its CANADA GOOSE Trademarks. Canada Goose has also registered its trademarks with the United States Patent and Trademark Office. Canada Goose Products typically include at least one of Canada Goose’s registered trademarks. Often several Canada Goose marks are displayed on a single product. Canada Goose uses its trademarks in

connection with the marketing of its Canada Goose Products, including the following marks which are collectively referred to as the “CANADA GOOSE Trademarks.”

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
3,254,771		June 26, 2007	For: Clothing, namely parkas, coats, jackets, pullovers, vests, sweaters, shirts, anoraks, and headwear, substantially made of goose down, where applicable in Class 025.
4,455,111	CANADA GOOSE	December 24, 2013	For: Outerwear, namely, coats, parkas, jackets, vests, pullovers, shirts, headwear, scarves, gloves and mittens, substantially made of goose down, where applicable in Class 025.

7. The CANADA GOOSE Trademarks have been used exclusively and continuously in the U.S. by Canada Goose, some since at least as early as 1994, and have never been abandoned. The above registrations for the CANADA GOOSE Trademarks are valid, subsisting, in full force and effect, and Registration No. 3,254,771 is incontestable pursuant to 15 U.S.C. § 1065. Attached hereto as **Exhibit 1** are true and correct copies of the United States Registration Certificates for the CANADA GOOSE Trademarks included in the above table. The registrations for the CANADA GOOSE Trademarks constitute *prima facie* evidence of their validity and of Canada Goose’s exclusive right to use the CANADA GOOSE Trademarks pursuant to 15 U.S.C. § 1057(b).

8. The CANADA GOOSE Trademarks are exclusive to Canada Goose, and are displayed extensively on Canada Goose Products and in Canada Goose’s marketing and promotional materials. Canada Goose Products have long been among the most popular

outerwear in the world and have been extensively promoted and advertised at great expense. In fact, Canada Goose has expended millions of dollars annually in advertising, promoting and marketing featuring the CANADA GOOSE Trademarks. Canada Goose Products have also been the subject of extensive unsolicited publicity resulting from their high-quality, functional use in extreme weather, and have been featured in luxury upscale magazines such as Travel and Leisure, Town & Country, Vogue, GQ, Esquire and Elle. In fact, Canada Goose is the preferred outerwear of film crews, particularly those filming in extreme conditions, such as the crew that filmed the documentary capturing the journey of a champion musher along the 2013 Iditarod trail. Canada Goose Products have also been featured prominently on screen, including in the 2004 blockbuster “The Day After Tomorrow,” “Mr. Popper’s Penguins” in 2011, and “Man of Steel” in 2013, which has bolstered Canada Goose’s popularity and relationship with the film industry. Because of these and other factors, the Canada Goose name and the CANADA GOOSE Trademarks have become famous throughout the United States.

9. The CANADA GOOSE Trademarks are distinctive when applied to the Canada Goose Products, signifying to the purchaser that the products come from Canada Goose and are manufactured to Canada Goose’s quality standards. Whether Canada Goose manufactures the products itself or licenses others to do so, Canada Goose has ensured that products bearing its trademarks are manufactured to the highest quality standards. The CANADA GOOSE Trademarks have achieved tremendous fame and recognition, which has only added to the distinctiveness of the marks. As such, the goodwill associated with the CANADA GOOSE Trademarks is of incalculable and inestimable value to Canada Goose.

10. Since at least as early as 1999, Canada Goose has operated a website where it promotes Canada Goose Products at canada-goose.com. Canada Goose Products are available

for online purchase through the official canada-goose.com website only in Canada, but the website lists authorized U.S. retailers of Canada Goose Products. Online sales of Canada Goose Products represent a significant portion of Canada Goose's business. The canada-goose.com website features proprietary content, images and designs exclusive to Canada Goose.

11. Canada Goose has expended substantial time, money, and other resources in developing, advertising and otherwise promoting the CANADA GOOSE Trademarks. As a result, products bearing the CANADA GOOSE Trademarks are widely recognized and exclusively associated by consumers, the public, and the trade as being high-quality products from Canada Goose. Canada Goose is a multi-million dollar operation, and Canada Goose Products have become among the most popular of their kind in the world.

The Defendants

12. Defendants are individuals and business entities who, upon information and belief, reside in the People's Republic of China or other foreign jurisdictions. Defendants conduct business throughout the United States, including within the State of Illinois and this Judicial District, through the operation of the fully interactive commercial websites and online marketplaces operating under the Defendant Internet Stores. Each Defendant targets the United States, including Illinois, and has offered to sell, and, on information and belief, has sold and continues to sell Counterfeit Canada Goose Products to consumers within the United States, including the State of Illinois.

13. On information and belief, Defendants are an interrelated group of counterfeiters working in active concert to knowingly and willfully manufacture, import, distribute, offer for sale, and sell products bearing counterfeit versions of the CANADA GOOSE Trademarks in the same transaction, occurrence, or series of transactions or occurrences. Tactics used by

Defendants to conceal their identities and the full scope of their counterfeiting operation make it virtually impossible for Canada Goose to learn Defendants' true identities and the exact interworking of their massive counterfeit network. In the event that Defendants provide additional credible information regarding their identities, Canada Goose will take appropriate steps to amend the Amended Complaint.

IV. DEFENDANTS' UNLAWFUL CONDUCT

14. The success of the Canada Goose brand has resulted in its significant counterfeiting. Consequently, Canada Goose has a worldwide anti-counterfeiting program and regularly investigates suspicious websites and online marketplace listings identified in proactive Internet sweeps and reported by consumers. In recent years, Canada Goose has identified thousands of domain names linked to fully interactive websites and marketplace listings on platforms such as iOffer and Aliexpress, including the Defendant Internet Stores, which were offering for sale, selling, and importing Counterfeit Canada Goose Products to consumers in this Judicial District and throughout the United States. Despite Canada Goose's enforcement efforts online and on the ground, Defendants have persisted in creating the Defendant Internet Stores, which generate massive profits selling Counterfeit Canada Goose Products. Internet websites like the Defendant Internet Stores are estimated to receive tens of millions of visits per year and to generate over \$135 billion in annual online sales. According to an intellectual property rights seizures statistics report issued by Homeland Security, the manufacturer's suggested retail price (MSRP) of goods seized by the U.S. government in fiscal year 2014 was over \$1.23 billion. Internet websites like the Defendant Internet Stores are also estimated to contribute to tens of thousands of lost jobs for legitimate businesses and broader economic damages such as lost tax revenue every year.

15. Defendants facilitate sales by designing the Defendant Internet Stores so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers selling genuine Canada Goose Products. Many of the Defendant Internet Stores look sophisticated and accept payment in U.S. dollars via credit cards, Western Union and PayPal. Numerous Defendant Domain Names also incorporate the CANADA GOOSE Trademarks into the URL, and the Defendant Internet Stores often include content and design elements that make it very difficult for consumers to distinguish such counterfeit sites from an authorized website. Defendants further perpetuate the illusion of legitimacy by offering “live 24/7” customer service and using indicia of authenticity and security that consumers have come to associate with authorized retailers, including the McAfee® Security, VeriSign®, Visa®, MasterCard®, and PayPal® logos. Canada Goose has not licensed or authorized Defendants to use any of the CANADA GOOSE Trademarks, and none of the Defendants are authorized retailers of genuine Canada Goose Products.

16. Defendants also deceive unknowing consumers by using the CANADA GOOSE Trademarks without authorization within the content, text, and/or meta tags of their websites in order to attract various search engines crawling the Internet looking for websites relevant to consumer searches for Canada Goose Products. Additionally, upon information and belief, Defendants use other unauthorized search engine optimization (SEO) tactics and social media spamming so that the Defendant Internet Stores listings show up at or near the top of relevant search results and misdirect consumers searching for genuine Canada Goose Products. Further, Defendants utilize similar illegitimate SEO tactics to propel new domain names to the top of search results after others are shut down. As such, Canada Goose also seeks to disable

Defendant Domain Names owned by Defendants that are the means by which the Defendants could continue to sell Counterfeit Canada Goose Products.

17. Defendants go to great lengths to conceal their identities and often use multiple fictitious names and addresses to register and operate their massive network of Defendant Internet Stores. For example, many of Defendants' names and physical addresses used to register the Defendant Domain Names are incomplete, contain randomly typed letters, or fail to include cities or states. Other Defendant Domain Names use privacy services that conceal the owners' identity and contact information. On information and belief, Defendants regularly create new websites and online marketplace accounts on various platforms using the identities listed in Schedule A to the Amended Complaint, as well as other unknown fictitious names and addresses. Such Defendant Internet Store registration patterns are one of many common tactics used by the Defendants to conceal their identities, the full scope and interworking of their massive counterfeiting operation, and to avoid being shut down.

18. Even though Defendants operate under multiple fictitious names, there are numerous similarities among the Defendant Internet Stores. For example, many of the Defendant websites have virtually identical layouts, even though different aliases were used to register the respective domain names. In addition, Counterfeit Canada Goose Products for sale in the Defendant Internet Stores bear similar irregularities and indicia of being counterfeit to one another, suggesting that the Counterfeit Canada Goose Products were manufactured by and come from a common source and that Defendants are interrelated. The Defendant Internet Stores also include other notable common features, including use of the same domain name registration patterns, shopping cart platforms, accepted payment methods, check-out methods, meta data, illegitimate SEO tactics, HTML user-defined variables, domain redirection, lack of contact

information, identically or similarly priced items and volume sales discounts, the same incorrect grammar and misspellings, similar hosting services, similar name servers, and the use of the same text and images, including content copied from Canada Goose's canada-goose.com website.

19. In addition to operating under multiple fictitious names, Defendants in this case and defendants in other similar cases against online counterfeiters use a variety of other common tactics to evade enforcement efforts. For example, counterfeiters like Defendants will often register new domain names or online marketplace accounts under new aliases once they receive notice of a lawsuit. Counterfeiters also often move website hosting to rogue servers located outside the United States once notice of a lawsuit is received. Rogue servers are notorious for ignoring take down demands sent by brand owners. Counterfeiters also typically ship products in small quantities via international mail to minimize detection by U.S. Customs and Border Protection. A 2012 U.S. Customs and Border Protection report on seizure statistics indicated that the Internet has fueled "explosive growth" in the number of small packages of counterfeit goods shipped through the mail and express carriers.

20. Further, counterfeiters such as Defendants typically operate multiple credit card merchant accounts and PayPal accounts behind layers of payment gateways so that they can continue operation in spite of Canada Goose's enforcement efforts. On information and belief, Defendants maintain off-shore bank accounts and regularly move funds from their PayPal accounts to off-shore bank accounts outside the jurisdiction of this Court. Indeed, analysis of PayPal transaction logs from previous similar cases indicates that off-shore counterfeiters regularly move funds from U.S.-based PayPal accounts to China-based bank accounts outside the jurisdiction of this Court.

21. Defendants, without any authorization or license from Canada Goose, have knowingly and willfully used and continue to use the CANADA GOOSE Trademarks in connection with the advertisement, distribution, offering for sale, and sale of Counterfeit Canada Goose Products into the United States and Illinois over the Internet. Each Defendant Internet Store offers shipping to the United States, including Illinois and, on information and belief, each Defendant has sold Counterfeit Canada Goose Products into the United States, including Illinois.

22. Defendants' use of the CANADA GOOSE Trademarks in connection with the advertising, distribution, offering for sale, and sale of Counterfeit Canada Goose Products, including the sale of Counterfeit Canada Goose Products into Illinois, is likely to cause and has caused confusion, mistake, and deception by and among consumers and is irreparably harming Canada Goose.

COUNT I
TRADEMARK INFRINGEMENT AND COUNTERFEITING (15 U.S.C. § 1114)

23. Canada Goose re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 22.

24. This is a trademark infringement action against Defendants based on their unauthorized use in commerce of counterfeit imitations of the registered CANADA GOOSE Trademarks in connection with the sale, offering for sale, distribution, and/or advertising of infringing goods. The CANADA GOOSE Trademarks are highly distinctive marks. Consumers have come to expect the highest quality from Canada Goose Products sold or marketed under the CANADA GOOSE Trademarks.

25. Defendants have sold, offered to sell, marketed, distributed, and advertised, and are still selling, offering to sell, marketing, distributing, and advertising products bearing

counterfeit reproductions of the CANADA GOOSE Trademarks without Canada Goose's permission.

26. Canada Goose is the exclusive owner of the CANADA GOOSE Trademarks. Canada Goose's United States Registrations for the CANADA GOOSE Trademarks (Exhibit 1) are in full force and effect. Upon information and belief, Defendants have knowledge of Canada Goose's rights in the CANADA GOOSE Trademarks, and are willfully infringing and intentionally using counterfeits of the CANADA GOOSE Trademarks. Defendants' willful, intentional and unauthorized use of the CANADA GOOSE Trademarks is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of the Counterfeit Canada Goose Products among the general public.

27. Defendants' activities constitute willful trademark infringement and counterfeiting under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

28. Canada Goose has no adequate remedy at law, and if Defendants' actions are not enjoined, Canada Goose will continue to suffer irreparable harm to its reputation and the goodwill of its well-known CANADA GOOSE Trademarks.

29. The injuries and damages sustained by Canada Goose have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offering to sell, and sale of Counterfeit Canada Goose Products.

COUNT II
FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a))

30. Canada Goose hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 29.

31. Defendants' promotion, marketing, offering for sale, and sale of Counterfeit Canada Goose Products has created and is creating a likelihood of confusion, mistake, and

deception among the general public as to the affiliation, connection, or association with Canada Goose or the origin, sponsorship, or approval of Defendants' Counterfeit Canada Goose Products by Canada Goose.

32. By using the CANADA GOOSE Trademarks on the Counterfeit Canada Goose Products, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Counterfeit Canada Goose Products.

33. Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the Counterfeit Canada Goose Products to the general public is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

34. Canada Goose has no adequate remedy at law and, if Defendants' actions are not enjoined, Canada Goose will continue to suffer irreparable harm to its reputation and the goodwill of its Canada Goose brand.

COUNT III
CLAIM FOR INJUNCTIVE RELIEF UNDER THE ANTICYBERSQUATTING
CONSUMER PROTECTION ACT (15 U.S.C. § 1125(d)) AS TO THE DEFENDANTS
OPERATING A DEFENDANT DOMAIN NAME INCORPORATING THE
CANADA GOOSE TRADEMARKS

35. Canada Goose hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 34.

36. Canada Goose is the exclusive owner of the CANADA GOOSE Trademarks. The U.S. Registrations for the CANADA GOOSE Trademarks (Exhibit 1) are in full force and effect. Additionally, the CANADA GOOSE Trademarks are highly distinctive and famous marks pursuant to 15 U.S.C. § 1125 and were famous before and at the time of the registration of the Defendant Domain Names.

37. Upon information and belief, Defendants operating a Defendant Domain Name incorporating the CANADA GOOSE Trademarks have acted with bad faith intent to profit from the unauthorized use of the CANADA GOOSE Trademarks and the goodwill associated therewith by registering, trafficking in, or using various domain names which are identical to, confusingly similar to, or dilutive of the CANADA GOOSE Trademarks.

38. Defendants have no intellectual property rights in or to the CANADA GOOSE Trademarks.

39. Defendants' actions constitute willful cybersquatting in violation of §43(d) of the Lanham Act, 15 U.S.C. §1125(d).

40. Canada Goose has no adequate remedy at law, and the registration and use of the Defendant Domain Names incorporating the CANADA GOOSE Trademarks has caused, is causing, and is likely to continue to cause substantial and irreparable injury to the public and to Canada Goose.

COUNT IV
VIOLATION OF ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT
(815 ILCS § 510, *et seq.*)

41. Canada Goose hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 40.

42. Defendants have engaged in acts violating Illinois law including, but not limited to, passing off their Counterfeit Canada Goose Products as those of Canada Goose, causing a likelihood of confusion and/or misunderstanding as to the source of their goods, causing a likelihood of confusion and/or misunderstanding as to an affiliation, connection, or association with genuine Canada Goose Products, representing that their products have Canada Goose's

approval when they do not, and engaging in other conduct which creates a likelihood of confusion or misunderstanding among the public.

43. The foregoing Defendants' acts constitute a willful violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS § 510, *et seq.*

44. Canada Goose has no adequate remedy at law, and Defendants' conduct has caused Canada Goose to suffer damage to its reputation and goodwill. Unless enjoined by the Court, Canada Goose will suffer future irreparable harm as a direct result of Defendants' unlawful activities.

PRAYER FOR RELIEF

WHEREFORE, Canada Goose prays for judgment against Defendants as follows:

- 1) That Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily, preliminarily, and permanently enjoined and restrained from:
 - a. using the CANADA GOOSE Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Canada Goose Product or is not authorized by Canada Goose to be sold in connection with the CANADA GOOSE Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Canada Goose Product or any other product produced by Canada Goose, that is not Canada Goose's or not produced under the authorization, control, or supervision of Canada Goose and approved by Canada Goose for sale under the CANADA GOOSE Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Canada Goose Products are those sold under the authorization, control or supervision of Canada Goose, or are sponsored by, approved by, or otherwise connected with Canada Goose;
- d. further infringing the CANADA GOOSE Trademarks and damaging Canada Goose's goodwill;
- e. otherwise competing unfairly with Canada Goose in any manner;
- f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Canada Goose, nor authorized by Canada Goose to be sold or offered for sale, and which bear any Canada Goose trademark, including the CANADA GOOSE Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit Canada Goose Products; and
- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the CANADA GOOSE Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Canada Goose Product or not

authorized by Canada Goose to be sold in connection with the CANADA GOOSE Trademarks; and

- 2) That Defendants, within fourteen (14) days after service of judgment with notice of entry thereof upon them, be required to file with the Court and serve upon Canada Goose a written report under oath setting forth in detail the manner and form in which Defendants have complied with paragraph 1, a through h, above;
- 3) Entry of an Order that, at Canada Goose's choosing, the registrant of the Defendant Domain Names shall be changed from the current registrant to Canada Goose, and that the domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, shall unlock and change the registrar of record for the Defendant Domain Names to a registrar of Canada Goose's selection, and that the domain name registrars take any steps necessary to transfer the Defendant Domain Names to a registrar of Canada Goose's selection; or that the same domain name registries shall disable the Defendant Domain Names and make them inactive and untransferable;
- 4) Entry of an Order that, upon Canada Goose's request, those in privity with Defendants and those with notice of the injunction, including any online marketplaces such as iOffer and domain name registrars, shall:
 - a. disable and cease providing services for any accounts through which Defendants, currently or in the future, engage in the sale of goods using the CANADA GOOSE Trademarks, including, but not limited to, any accounts associated with the Defendants listed on Schedule A; and

- b. disable any account linked to Defendants, linked to any e-mail addresses used by Defendants, or linked to any Defendant Domain Names;
- 5) That Defendants account for and pay to Canada Goose all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of the CANADA GOOSE Trademarks be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;
- 6) In the alternative, that Canada Goose be awarded statutory damages for willful trademark counterfeiting pursuant to 15 U.S.C. § 1117(c)(2) of \$2,000,000 for each and every use of the CANADA GOOSE Trademarks and \$100,000 per domain name incorporating the CANADA GOOSE Trademarks pursuant to 15 U.S.C. § 1117(d);
- 7) That Canada Goose be awarded its reasonable attorneys' fees and costs; and
- 8) Award any and all other relief that this Court deems just and proper.

Dated this 10th day of December 2015.

Respectfully submitted,

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